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1-1-1964

Metropolitan Package Store Association, Inc. and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1964)

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Metropolitan Package Store Association, Inc. and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1964)

Location

New York, NY

Effective Date

1-1-1964

Expiration Date

12-31-1966

Number of Workers

2000

Employer

Metropolitan Package Store Association, Inc.

Union

Wine and Liquor Store Employees Union

Union Local

122

NAICS

44

Sector

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Item ID

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Comments

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Articles of Agreement

BETWEEN

Wine and Liquor
Store Employees
Union, Local 122,



AFL-CIO

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853 BROADWAY

NEW YORK 3, N. Y.

SPRING 7-1032

AND

**Metropolitan
Package Store
Association, Inc.**

NEW YORK, N. Y.

Articles of Agreement

BETWEEN

**Wine and Liquor
Store Employees
Union, Local 122,**



AFL-CIO

•

853 BROADWAY

NEW YORK 3, N. Y.

SPRING 7-1032

AND

**Metropolitan
Package Store
Association, Inc.**

NEW YORK, N. Y.

TO ALL MEMBERS

Your Union is again rendering that little extra service for its membership for which it has long been noted.

So that all our members may at all times be acquainted with their working conditions and the terms of Wine and Liquor Store Employees Union agreement, it has undertaken, at some additional cost, to make this booklet available to each and every member of the Union.

Read it — Remember, a well informed member is always the best member.

Sincerely and fraternally,

JOHN M. O'GRADY,

President-Manager

WHEREIN THE PARTIES MUTUALLY AGREE AS

FOLLOWS:

1. This agreement shall take effect on the first day of January, 1964, and shall continue to be the only contract between the parties until the 31st day of December, 1968.

2. This agreement is intended to bind and shall be binding only upon those members of the ASSOCIATION who have authorized, and in the future will authorize, the ASSOCIATION in writing.

AGREEMENT made and entered into as of the 1st day of January, 1964, between WINE AND LIQUOR STORE EMPLOYEES UNION, LOCAL 122, affiliated with DISTILLERY, RECTIFYING, WINE and ALLIED WORKERS INTERNATIONAL UNION OF AMERICA, AFL-CIO, on behalf of its individual members, hereinafter designated as the "UNION", and METROPOLITAN PACKAGE STORE ASSOCIATION, INC., hereinafter designated as the "ASSOCIATION", whose members have affirmatively consented to be bound by the terms of this agreement, and who are hereinafter designated as "EMPLOYER".

WHEREIN THE PARTIES MUTUALLY AGREE AS
FOLLOWS:

1. This agreement shall take effect on the first day of January, 1964, and shall continue to be the only contract between the parties until the 31st day of December, 1966.

2. This agreement is intended to and shall be binding only upon those members of the ASSOCIATION who have authorized, and in the future will authorize, the ASSOCIATION in writing to represent them for the term set forth herein and for the purpose of collective bargaining with the UNION.

3. The term "employee" as used in this agreement includes:

(a) Salesmen. (The term "salesmen" shall include any and all employees who wait on trade, regardless of other duties performed.)

(b) All other employees employed in the establishment of the EMPLOYER.

(c) A part-time employee is any employee described in subdivision "(a)" or "(b)" herein who is employed for thirty (30) hours or less in any normal work week. Any employee working more than thirty (30) hours during any normal work week shall be considered a regular employee. If more than one (1) part-time employee is employed by an EMPLOYER as set forth herein, and if the total number of non-current hours of work of said part-time (2) or more employees shall exceed forty-two (42) hours per week in the year 1964 and forty (40) hours per week in the years 1965 and 1966, during any normal work week, then and in that event, the employer shall make payments for each of said em-

ployees as provided in paragraphs "29" and "30" hereinafter set forth.

(d) The Procedures set forth in paragraph "15" herein shall in all respects apply to part-time employees.

4. Whenever any EMPLOYER shall find it necessary to replace or to employ additional regular employees, he shall be required to first notify the UNION to supply such employees as needed. If the UNION shall be unable, within twenty-four (24) hours after request therefore, to furnish the EMPLOYER with a member or members in good standing, then and in that event the EMPLOYER shall be permitted to employ a person of his own choosing provided, however, that such person make application to and be accepted as a member of the UNION by a duly authorized officer of the UNION.

5. New employees shall be considered employed on trial for a period of two (2) weeks. At the end of such two (2) week period, new employees shall automatically become and remain permanent or regular employees of the EMPLOYER, in which event such employees may not be discharged excepting pursuant to the terms of this agreement, in the manner hereinafter set forth. The EMPLOYER shall only be required to pay employees employed during such trial period for such days as they may actually be employed and such employees may be discharged at any time during the two (2) week trial period. The EMPLOYER, during such trial period, shall have the exclusive right to determine the fitness, honesty and integrity of any employee supplied to him by the UNION.

6. The EMPLOYER may, at his own expense, bond (fidelity bond) any employee in his employ with a reputable surety company; and it shall be a cause for dismissal from employment

in the event such EMPLOYER by reason of any matter affecting the employee, shall be unable to obtain such surety bond.

7. Whenever any EMPLOYER shall find it necessary to employ temporary employees, he shall request the UNION to supply such employees to him pursuant to the terms and provisions hereof. The maximum period of time for the employment of temporary employees shall be for a period of six (6) weeks during each year of this agreement. Any employees employed beyond such period of six (6) weeks shall be deemed to be permanent employees as defined herein.

8. Neither the ASSOCIATION nor any EMPLOYER shall negotiate or make any arrangements with the employees directly and any such agreements so made shall be void unless it shall be approved in writing by the UNION.

9. Subject to the provisions herein, all present employees of any EMPLOYER who are or who shall become members of the UNION as herein provided, shall be continued in their employment during the life of this agreement.

10. Any EMPLOYER who conducts his business as a corporation or a partnership, shall be exempted to the extent of two (2) working partners or two (2) working officers or two (2) working bonafide directors from membership in the UNION and no more than two (2) such persons shall be recognized as EMPLOYERS.

11. In the event any EMPLOYER shall change his individually operated store to that of a partnership or a corporation, and thereby shall add a partner, director or officer, who shall be actually employed in the store of such EMPLOYER, the newlied employed employee may be dis-

charged to make room for the newly admitted partner or corporate officer.

12. The wife or husband of any EMPLOYER, who assists him or her in the conduct of his or her business, shall not be required to be a member of the UNION, and such wife or husband actually employed in the store or stores of the EMPLOYER shall be deemed to be an EMPLOYER; but in such store no more than two (2) persons, including husband and wife, shall be permitted to be employed as EMPLOYERS.

13. An EMPLOYER may discharge any employee for cause upon one (1) week's prior notice given to the UNION in writing of his intention to discharge him. The UNION may, during said period of one (1) week, dispute the cause of discharge or the validity of the intention to discharge, and in the event the parties affected are unable to agree with respect to the same, then and in that event, the justification for the discharge shall be submitted to arbitration as hereinafter provided.

14. Each EMPLOYER shall, except in cases affecting temporary employees, give to each employee fifty-two (52) consecutive weeks of employment, during each year of this agreement.

15. The EMPLOYERS agree that they will employ none other than employees in good standing in the UNION during the term of this agreement. The UNION shall be the sole judge of the good standing of its members and upon notice by the UNION to an EMPLOYER in writing that any employee is not a member in good standing in the UNION, such employee shall forthwith be discharged.

16. Commencing January 1st, 1964 and ending December 31, 1964, the maximum work week of regular time shall be forty-two (42)

hours distributed over five (5) days; the hours of work shall be consecutive and no staggering of hours shall be permitted and said forty-two (42) hours shall be distributed as follows: The EMPLOYER shall elect which three (3) of the five (5) days in each week the employee shall work for eight (8) hours at regular time and which two (2) days of the week the employee shall work for nine (9) hours at regular time.

Commencing January 1st, 1965, and for the remainder of this contract, the maximum work week of regular time shall be forty (40) hours distributed over five (5) days. No single day, however, shall consist of more than eight (8) hours on regular time. The hours of work shall be consecutive and no staggering of hours **shall** be permitted.

17. Every employee shall receive overtime pay at the rate of time and a half.

18. For the entire duration of this agreement every employee shall receive two (2) full days of rest each week and no employee shall be required to work more than five (5) days in any week. Any employee working more than five (5) days in any one week shall receive a minimum compensation of four (4) hours' pay at the hourly rate of time and a half of his normal hourly compensation.

19. Each employee shall be entitled to no more than and not less than sixty (60) consecutive minutes for meals during such day of his employment.

30 1/2 | 20. All employees in the employ of the EMPLOYERS covered by this Agreement for one (1) year or more shall receive two (2) full weeks' vacation with pay.

21. All employees of the EMPLOYERS em-

played less than one (1) year shall be paid one (1) day's vacation for each month employed by the EMPLOYER, or any fraction thereof.

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22. All employees in the employ of the EMPLOYERS covered by this Agreement fifteen (15) years or more shall receive three (3) weeks' vacation with pay.

23. All employees of the EMPLOYERS covered by this Agreement shall receive seven (7) holidays with pay; said holidays being New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that an EMPLOYER shall require an employee to work on any of the aforementioned holidays, then the employee shall receive compensation at the rate of two (2) days' pay for said holiday worked.

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24. All vacations shall be allotted to the employee during the period commencing with the 1st day of June and ending on the 31st day of August of each calendar year.

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25. Any right or privilege not herein provided for and existing in favor of any employee shall be continued as heretofore and no employee shall be deprived of any such right or privilege heretofore enjoyed.

26. Any salesman who has had one (1) or more years of experience in the Retail Wine and Liquor Industry shall not receive less than Ninety-six and 00/100 (\$96.00) Dollars per week, which sum shall be recognized in the industry as the minimum wage covering salesmen.

27. All utility employees covered by this Agreement shall receive no less than Sixty-six and 00/100 (\$66.00) Dollars per week, which

sum shall be recognized in the industry as the minimum wage covering utility men.

28. The following shall apply to part-time employees:

(a) All part-time employees shall be paid at the rate of One and 80/100 (\$1.80) per hour for each hour worked.

(b) In no event shall an EMPLOYER decrease the number of regular employees while there is still in his employ any part-time employees.

29. The parties agree that the members of the ASSOCIATION who have indicated their intention in writing to be bound under this Agreement shall pay to the RETAIL WINE AND LIQUOR EMPLOYERS INSURANCE FUND monthly a sum of Five and 00/100 (\$5.00) Dollars per week per employee. The moneys so paid shall be held in trust and controlled exclusively by the RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND by its TRUSTEES, acting in accordance with RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND Agreement and Declaration of Trust and amendments thereto, filed at the offices of the RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND. The moneys collected in accordance with this paragraph and held in trust by the TRUSTEES herein, shall be used solely and exclusively for the purpose of providing group life insurance, group accident and health insurance, and group lost time or disability insurance, and such other forms of group insurance for medical care and hospitalization as the TRUSTEES referred to herein may reasonably determine, and also for the purpose of covering necessary supervisory and administration expenses. No payment shall be made as set forth in paragraphs "29" and "30" hereof for any part-time employee working less than thirty (30) hours in any normal work week.

30. The parties agree that the members of the ASSOCIATION who have indicated their intention in writing to be bound under this Agreement shall pay to the RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND for the years 1964 and 1965 the sum of Four and 00/100 (\$4.00) Dollars per week per employee and Five and 00/100 (\$5.00) Dollars per week per employee for the year 1966. The moneys so paid shall be held in trust and controlled exclusively by the RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND by its TRUSTEES, acting in accordance with RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND Agreement and Declaration of Trust and amendments thereto, filed at the offices of the RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND. The moneys collected in accordance with this paragraph and held in trust by the Trustees herein, shall be used solely and exclusively for the purpose of establishing and continuing a PENSION FUND and for the purpose of providing supervisory and administrative expenses therefor.

31. There shall be no decrease in wages during the term of this Agreement.

32. The EMPLOYER shall permit the authorized representative of the UNION to visit his or its store for the purpose of observing compliance with the terms of this Agreement. There shall be no meetings of employees during the normal working hours.

33. There shall be no stoppage, lockout, strike or picketing during the term of this Agreement unless the parties hereto or any member whose name is on the list affixed hereto and made a part of this Agreement shall fail or refuse to submit any dispute or controversy hereunder to arbitration. This provision, however, shall not be applicable to the UNION or any member thereof in the event of any legitimate

strike or any other industrial dispute occurring in the Wine and Liquor Industry, between any labor union and persons, firms and corporations doing business with any of the EMPLOYERS. However, a failure on the part of the EMPLOYER to make payments as required herein to RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND and/or RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND, shall not be considered a disputable controversy; nor shall this provision be applicable in the event of the discharge of an employee by an EMPLOYER unless prior to the discharge the cause of said discharge was submitted to arbitration. In the event that an EMPLOYER objects to a classification of employment as part-time or regular, then the EMPLOYER shall, within one (1) week after it has received notice from the UNION of the classification of the employment, submit a written objection to the UNION of said classification setting forth the reasons for said objection.

34. Each of the parties will at all times invoke its powers of discipline against its members who wilfully violate any of the terms, conditions and provisions of this Agreement.

35. In the event the conditions of business of any EMPLOYER require a decrease in the number of employees in his employ, he shall so inform the UNION in writing and the matter, if not adjusted between the parties, shall be referred to arbitration as hereinafter provided.

36. Any EMPLOYER shall have the right to dismiss any employee who shall be indicted or convicted of any crime, or shall have been found guilty by any of the proper authorities of violating any of the laws or rules of the State Liquor Authority.

37. Any EMPLOYER may replace an employee who shall have absented himself from

his employment without cause for more than one (1) week.

38. All requests for relief from any provision of this Agreement, as well as all disputable controversies between the parties, or any of them, unless amicably adjusted between the parties hereto, shall be referred to an arbitrator to be designated by the NEW YORK STATE BOARD OF MEDIATION for arbitration. The decision of the arbitrator shall be final and binding upon the parties hereto.

39. Either party to this Agreement may reopen discussions and negotiations relating to a new agreement on November 1, 1966, by sending registered mail notice of such intention.

40. The UNION will not grant to any individual EMPLOYER or any other group or organization of EMPLOYERS, any more favorable terms than herein provided for, and in the event of any agreement entered into between the UNION and any EMPLOYER or group or organization of EMPLOYERS shall be more favorable to the EMPLOYER than any of the provisions hereinbefore provided, then such more favorable provisions shall be substituted for the less favorable provisions contained in this Agreement.

41. The EMPLOYERS agree to deduct the UNION dues and/or assessments from their respective UNION employees and transmit all such collections to the local office of the UNION, on or before the 1st day of each month. The EMPLOYERS shall be held harmless from any liability whatsoever in handling such UNION dues and/or assessments, and, in his discretion, any EMPLOYER may require a release from the UNION upon making payment of dues and/or assessments.

42. It is understood and agreed by both parties that any person signing this Agreement in a representative capacity, shall be held harmless from personal liability for any reason whatsoever.

43. A list of the original consents to be bound by the terms of this Agreement signed by the individual EMPLOYERS, shall be filed with the UNION and shall be considered part of this Agreement with the same force and effect as if they were annexed to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals January 10, 1964.

WINE AND LIQUOR STORE

EMPLOYEES UNION,

LOCAL 122, AFL-CIO

John M. O'Grady

John M. O'Grady, President-Manager

METROPOLITAN PACKAGE STORE

ASSOCIATION, INC.

Harold Wm. Dressler

Harold Wm. Dressler,

Labor Relations Representative



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